

RESOLUTION NO. 4 5 0 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DESIGNATING A REVITALIZATION AREA, AND AUTHORIZING AN APPLICATION TO THE STATE DEPARTMENT OF REVENUE FOR LOCAL REVITALIZATION FINANCING, AS PROVIDED FOR IN CHAPTER 270, LAWS OF 2009

WHEREAS, Second Substitute Senate Bill 5045, enrolled as Chapter 270, Laws of 2009 (the "Act") provides for the allocation of seventy-five percent (75%) of property tax and a sales and use tax credit of up to one hundred (100%) of the amount generated from new development within a designated Revitalization Area ("RA") to finance public infrastructure that promotes community and economic development; and

WHEREAS, the Act does not increase the total amount of local or State sales, use, or property taxes paid by a property owner; and

WHEREAS, The City of Auburn may qualify for up to \$250,000 per year for a period of twenty five years in local revitalization financing under the Act; and

WHEREAS, pursuant to public notice published on July 10, 2009, and posted in accordance with the Act, The City Council held a public hearing on July 20, 2009, to receive public comment on this proposed Resolution; and

WHEREAS, the local taxing jurisdictions listed in Section 6 below have provided to the City copies of ordinances or resolutions duly passed by their governing bodies indicating that they do not want to participate in this program; and;

WHEREAS, other local governments and taxing districts, having indicated that they will participate in this program, have agreed to enter into an Interlocal Agreement to implement the program; and

WHEREAS, the City Council believes that the use of local revitalization financing to fund certain public improvements will act as a catalyst to attract new private investment and the creation of new jobs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, HEREBY RESOLVES as follows:

Section 1. As provided for in the Act, the City Council authorizes the use of local revitalization financing, and hereby designates an RA for the purposes of, and as further described in, the Act and this Resolution.

Section 2. The name of the RA is the "Auburn Revitalization Area." Its boundaries are generally co-located with the Urban Center boundaries adopted in the City's Comprehensive Plan by Ordinance No. 5891 and adopted as part of the King County Countywide Planning Policies, as shown on the map at Exhibit A, which is attached hereto and incorporated herein by reference.

Section 3. The "Public Improvements" to be constructed by the City within the RA and financed in part by the local revitalization funding shall include but not be limited to the reconstruction of South Division Street including three blocks of roadway pavement, crosswalks, sidewalks, pedestrian & street lighting, relocation and replacement of undersized water/storm/sewer utility improvements, undergrounding power, aesthetic treatments and landscaping.

Section 4. The estimated cost of the Public Improvements is \$8,000,000. The portion of these costs to be financed by local revitalization financing is approximately \$6,650,000, which includes the local revitalization funding match.

Section 5. The estimated time during which local property tax allocation revenues and other revenues from local public sources are to be used for local revitalization financing is up to twenty-five years.

Section 6. The date when the use of local property tax allocation revenues and other revenues from local public sources for local revitalization financing will commence is not earlier than July 1, 2010.

Section 7.

A. The following taxing jurisdictions have not adopted an ordinance as described in Section 106 of the Act to be removed as a participating tax jurisdiction, and therefore will be participating in the local revitalization financing:

[list of jurisdictions that did not opt out]

B. The following taxing jurisdictions did adopt an ordinance as required in Section 106 of the Act, and therefore will not be participating in the local revitalization financing:

[list of jurisdictions that did opt out]

Valley Regional Fire Authority – Resolution No. 62;

King County Rural Library District – Resolution No. 2009-06.

Section 8. The Council finds that use of local revitalization financing in the RA meets the criteria of Section 103 of the Act, to wit:

A. The Public Improvements proposed to be financed in whole or in part using local revitalization financing are expected to encourage private development within the revitalization area and to increase the fair market value of real property within the RA;

B. The City has entered into a Master Plan Development Agreement ("MPDA") on October 6, 2008, with Alpert International, LLP, that provides for the development of private improvements within the RA (Attached as Exhibit B);

C. The private development that is anticipated to occur within the RA is consistent with the land use policies of the King County Countywide Planning Policies, dated October 2008, with the Land Use and Comprehensive Plan Map elements of the City's Comprehensive Plan, most recently updated on December 1, 2008, and with the City's development regulations found in Titles 12, 13, 14, 15, 16, 17, and 18 of the Auburn City Code in effect as of the date of this Resolution.

D. The RA does not contain more than twenty-five percent (25%) of the total assessed value of the taxable real property within the City as of the effective date of this Resolution. The total assessed value of the taxable real property in the City is \$8,719,721,892; the total assessed value of the real property within the RA is \$259,513,700.

E. If awarded a state contribution under the Act, the anticipated rate of sales and use tax under section 601 of the Act that the City will impose shall be .05%.

F. The anticipated date when the criteria for the sales and use tax in section 601 of the Act will be met is not earlier than July 1, 2010. The anticipated date when the sales and use tax in section 601 of the act will be imposed is not earlier than July 1, 2010.

Section 9. The City Council finds that local revitalization financing:

A. will not be used for the purposes of relocating a business from outside the RA, but inside this state, into the RA unless convincing evidence is provided that the firm being relocated would otherwise leave the state;

B. will improve the viability of existing business entities within the RA;

C. will be used exclusively in areas within the City that the City has deemed in need of either economic development or redevelopment or both, and absent the use of local revitalization financing the proposed economic development or redevelopment more than likely not occur;

Section 10. The City Council further finds that the public improvements proposed to be financed in whole or in part using local revitalization financing are reasonably likely to:

A. increase private investment within the RA;

B. increase employment within the RA;

C. generate, over the period of time that the local sales and use tax will be imposed under Section 601 of the Act, increases in state and local property, sales and use tax revenues that are equal to or greater than the respective state and local contributions made under the Act; and

D. provide for direct positive business and economic impacts in the RA.

Section 11. In order for the City to finance the Public Improvements using local revitalization financing, the City Council acknowledges and agrees that the City will shall meet and adhere to all of the conditions, limitations and requirements provided in the Act.

Section 12. Financing. The City intends to fund the Public Improvements by utilizing a \$3,000,000 Economic Development Administration grant and the balance of the project cost through the issuance of general obligation debt. The G.O. debt will be repaid using local revitalization funding, increases in local property, sales and use tax revenues from participating local governments and participating taxing districts, increases in local property, sales and use tax revenues from the City, applicable real estate taxes and general governmental revenues. The City intends to incur general indebtedness, including general obligation bonds to finance the public improvements and to retire the indebtedness in whole or in part from local revitalization financing it receives. The maximum amount of indebtedness the City will incur is \$6,650,000.

Section 13. The Mayor is authorized to submit applications and reports to the State Department of Revenue as provided for in the Act, and to take such other administrative actions consistent with this Resolution as he deems necessary.

Section 14. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2009.

CITY OF AUBURN

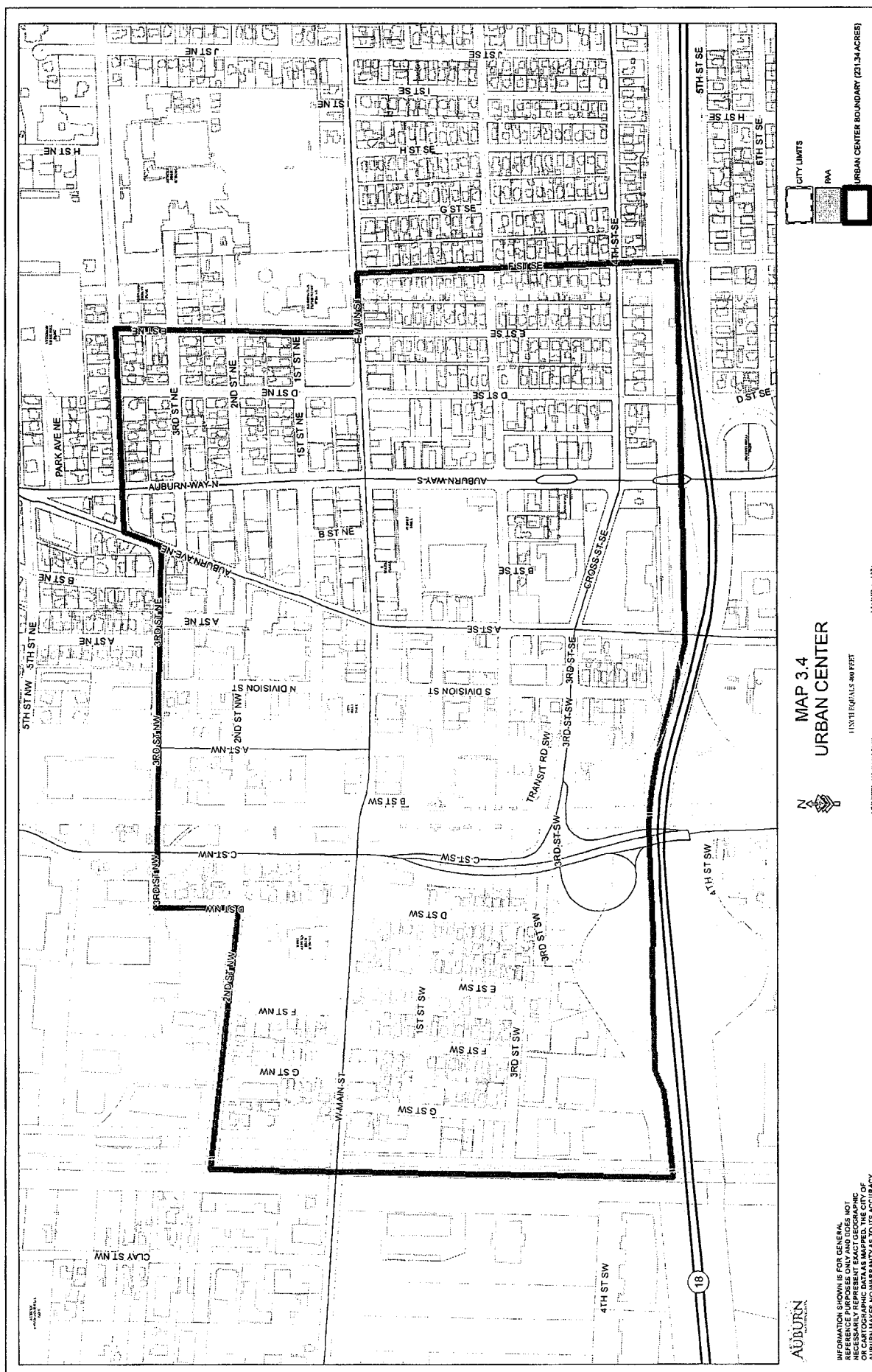
PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney



MASTER PLAN DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of October, 2008, by and between the CITY OF AUBURN ("City") and Alpert International, LLP, 10218 Richwood Avenue NW, Seattle, Washington 98177, a Nevada limited liability limited partnership ("Developer") (collectively, the "Parties").

RECITALS

The following recitals are a substantive part of this Agreement.

A. The Auburn downtown area has been identified as a sub-area within the City of Auburn Comprehensive Plan as evidenced by the City Council's adoption of the Auburn Downtown Plan/Final EIS in May 2001.

B. The Auburn downtown, and particularly the area shown in **Exhibit "A"** ("the Auburn Downtown Area"), attached hereto and incorporated herein by this reference, which generally coincides with the City of Auburn designated urban center as approved by King County and the Puget Sound Regional Council, is characterized by the presence of vacant underutilized parcels that are difficult to develop due to their size and difficulties in aggregating adjoining parcels under different ownership.

C. The City of Auburn Comprehensive Plan as evidenced by the City Council's adoption of the Auburn Downtown Plan/Final EIS in May 2001 (the "Auburn Downtown Plan") recognizes the goal of establishing a high quality pedestrian oriented downtown.

D. The City Council finds that it is advantageous for the City to work with public-private partnerships in proposed projects and anticipated private development financing in the downtown area.

E. In furtherance of the goals and policies of the City's Comprehensive Plan and the Auburn Downtown Plan, and to stimulate economic revitalization in the downtown area, and at the same time providing for a central gathering place and focal point for the community, and to provide a catalyst for development in the downtown area, the City established a process to select a developer of property in the target area, and to enter into a Master Development Agreement to develop properties in the downtown area as described herein and as depicted in **Exhibit "B"** ("Downtown Area"), and to promote coordinated development within the City of Auburn designated urban center.

F. On the 21st day of April, 2008, the City Council selected the Developer as the preferred development team, and approved a Letter of Intent with the Developer by City of Auburn Resolution No. 4342, calling for an exclusive negotiating period between the Parties.

G. During that period, the City and the Developer have worked on development guidelines and prepared conceptual design plans, and per this Agreement are memorializing their respective duties and responsibilities to each other as contemplated in Resolution No. 4342, and as provided in accordance with the provisions of Chapter 14.21 of the Auburn City Code.

H. The parties agree and acknowledge that the purpose of this Agreement is to determine the terms and conditions under which (i) the Parties will prepare and select the preferred design alternative for the Site and (ii) conclude an agreement for sale by the City and purchase and development of the Site by Developer, including the granting of options relative thereto, as set forth herein.

I. The Parties intend that during the term of this Agreement, each will perform certain actions and responsibilities under this Agreement.

AGREEMENT

Now, therefore, in consideration of the following terms and conditions, the Parties agree as follows:

1. Development Plan Preparation and Site Description. Pursuant to input and guidance from the City, the Developer shall prepare a preferred design and development plan ("Conceptual Plan") for the City-owned parcels as described as Lots 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13 & 14 in **Exhibit "C"** ("City Legals"), attached hereto and incorporated herein by this reference, and as shown on **Exhibit "D"** ("City Parcel Map")¹, attached hereto and incorporated herein by this reference, and shall include planning to address potential purchases of non-City owned parcels located within the area depicted on **Exhibit "B"** ("Downtown Area"), and incorporating additional parcels in the vicinity as shown on **Exhibit "E"** ("Outparcel Map"), attached hereto and incorporated herein by this reference, together with a feasibility analysis and finance plan for the Conceptual Plan. The Conceptual Plan shall include uses allowed by City codes, and shall be consistent with (1) the Auburn Comprehensive Plan, and (2) the Auburn Downtown Plan/EIS (2001), and (3) Auburn City Code including but not limited to, the Downtown Urban Center (DUC) zone and Downtown Design standards and the Auburn Junction Design Guidelines (the "Guidelines"), a copy of the current version of which is attached hereto as **Exhibit "F"** ("Auburn Junction Design Guidelines") and incorporated herein by this reference. Any changes or amendment by the Auburn City Council to the Auburn Junction Design Guidelines shall be done in consultation with the Developer.

For the purposes hereof, including the Developer's Rights/Options to Purchase or Lease, as described herein below, "City Parcels" shall also include parcels located within the four-block area bounded by Main Street to the North, A Street SW to the West, 2nd Street SW/SE to the South and A Street SE to the East, that are subsequently purchased by the City during the term of this Agreement or any extension(s) thereof, and may include other "Outparcels" located within the area depicted in **Exhibit "E"** ("Outparcel

¹ Lots 4 and 8 as shown on the Exhibit "C" are not currently owned by the City.

Map") that are subsequently purchased by the City during the term of this Agreement or any extension(s) thereof, provided that "City Parcels" shall not include parcels that may be purchased by the City within the identified target areas where the parcels are expressly purchased for municipal purposes.

2. Conceptual Plan and Guideline Development. The Conceptual Plan shall be finalized by the Developer and the Auburn Mayor and designees, in consultation with a downtown stakeholders group, and shall be approved pursuant to the City review process as set forth in City codes and state statutes. The Auburn Junction Design Standards as approved by the City shall be used in connection with the development contemplated herein and the Conceptual Plan; provided that any revisions to or modifications of the approved Auburn Junction Design Standards will be done in consultation with the Developer and a downtown stakeholders group pursuant to the City review process as set forth in City codes and state statutes.

3. The Developer's Project. The Developer's project shall be an environmentally conscious, master planned mixed use development in an urban village setting, to include a combination of retail, commercial, residential and public uses. Additionally, the project shall provide aesthetic appeal, ambience and connectivity from the Transit Station to Main Street, mixed facades to complement historic Main Street and the nearby Transit Station and parking facility; and shall be developed in its entirety consistent with design elements and standards provided in the Guidelines. Additional properties may be annexed to the project with the concurrence and participation of the owners of parcels if not owned by the Developer, and thus made subject to the applicable Guidelines.

4. City Infrastructure. The Parties shall work in consultation with a downtown stakeholders group to determine how infrastructure needs should be addressed and incorporated into the design plans and guidelines for the Developer's Project, and shall also negotiate in good faith to determine how infrastructure needs for the Project would be funded, including public/private partnerships and other mechanisms and strategies that may be available.

5. Term of Agreement and Developer's Rights/Options to Purchase City Parcels. During the term of this Agreement, as described herein, the Developer shall have the right to purchase the City Parcels identified as Lots 1, 2, 3, 5, 6, 7, 9, 10, 11, 12, 13 & 14 in **Exhibit "C"** ("City Legals"), for the purchase price as determined below. The term of this Agreement shall be for a period of time ending on the second anniversary of the date on which this Agreement is executed, which right may be assigned by the Developer to one or more assignees acceptable to the City. For the purposes hereof, the City's Mayor shall be authorized to approve such assignment(s) subject to council approval. Any reference in this Agreement to the term or period of this Agreement shall be deemed to include any extended period. It is provided, however, that as an alternative to the purchase of City Parcels, the parties may negotiate and execute agreements for long-term leases of said City Parcels.

6. City Parcels Option to Purchase - Purchase Price. During the term of this Agreement, the Developer shall have the right to purchase the City Parcels for the purchase price determined through the process described below. The purchase price for the City Parcels, along with any City right-of-way that may be vacated, and rights pertaining to any City Parcels ultimately included in the Project, shall be equitably negotiated in good faith by the parties during the term of this Agreement or any extension hereof, reflective of factors pertinent to their reasonable valuation as determined as of the date of the execution of this Agreement, and based on the value of the land only, as the Parties agree that any buildings or improvements that may exist on the property are not of value to the intended development. The Parties further agree that if they are not able to successfully negotiate an agreed purchase price, in order to ensure a fair purchase price for the City Parcels and any other City-owned property rights associated therewith, the City may engage an independent MAI appraiser to determine the value of the City Parcels, which valuation shall be the purchase price. If the valuation of the City's MAI appraiser is not acceptable to the Developer, the Developer may engage an independent MAI appraiser to determine the valuation. If the Developer's MAI appraiser determines a value that is within ten percent (10%) of the City's MAI appraiser's value, the lower valuation shall be used as the purchase price for the City Parcels. If the difference in valuation exceeds ten percent (10%), the City's MAI appraiser and the Developer's MAI appraiser shall select a third MAI appraiser and the three appraisers shall determine the valuation, and that valuation shall be the purchase price for the City Parcels.

Alternatively, if the parties agree to pursue long-term leases of said City Parcels, including agreement on the length and terms of the leases, as an alternative to and instead of the purchase/sale of the parcels, if the parties cannot agree on the amount of lease payments, the parties shall employ a similar strategy for determining valuation/payment amounts of the leases similar to the strategy described above.

If the Developer does not exercise its option to purchase the City Parcels within one year of the date of this Agreement, the purchase price (computed based upon value as of the date of this Agreement) shall be adjusted upwardly as a cost of living increase by a factor of five and five tenths percent (5.5%), and shall further be adjusted by five and five tenths percent (5.5%) per year thereafter if the option to purchase is not exercised by the end of the second year or by the end of any year(s) thereafter if this Agreement is extended as provided herein.

The Parties further agree that if there are any buildings or improvements that would need to be removed from the property when purchased by the Developer, the Developer shall be responsible for their removal and the costs thereof shall be deducted from the valuation in order to calculate the purchase price.

7. Closing. Closing on collective or individual purchase(s) of City Parcels, as agreed to by the Parties, shall occur in a manner consistent with the phasing of the Project, as set forth in the proposed development schedule, identified as **Exhibit "G"** ("Development Schedule") attached hereto and incorporated herein by this reference. Initial redevelopment is intended to occur in the vicinity of Main Street, near City Hall.

Further details of the phasing and closing processes shall be agreed upon during the term of this Agreement. For the purposes hereof, the City's Mayor shall be authorized to approve/grant such extension(s) subject to council approval. Additionally, for the purposes hereof any reference to the term of this Agreement shall be construed to mean and shall include the initial term of the Agreement and any extensions thereof.

8. Extension of Developer's Rights to Purchase City Parcels. The Developer's rights/options to purchase the City Parcels as defined herein above may be extended upon written approval by the City for up to one (1) year per extension based on evidence presented to the City and reasonably satisfactory to the City that Developer is making progress toward the mutual goals set forth in this Agreement.

9. Reports and Communication. The Developer shall submit written reports to the Mayor, or designee, at the times requested by the City regarding progress toward satisfying the terms and conditions of this Agreement. The Developer also shall provide to the City representative such additional information as is reasonably requested by the City representative. Unless otherwise agreed by the City representative and the Developer representative, the Parties shall communicate with each other through such representatives.

10. Site Environmental Assessments. The Developer at its sole cost and expense shall be entitled (but shall not be obligated) to conduct or cause to be conducted environmental assessments, audits and/or testing of the Site. Any such work shall be the sole responsibility of the Developer in accordance with all applicable laws and regulations, and shall be coordinated with the City to minimize disruption of existing uses and activities at the Site. Upon request of Developer, the City shall make available to Developer, without representation or warranty, any existing environmental reports prepared by or on behalf of the City, or otherwise in the City's possession, concerning the Site. Upon request by the City, the Developer shall make available to the City any written documents relating to such environmental assessments, audits and/or testing of the Site. The Developer shall have the right to terminate this Agreement upon fifteen (15) days advance notice to the City if the Developer is not reasonably satisfied with the findings and conclusions of such environmental assessments, audits and/or testing. However, the Parties acknowledge and agree that specific representations and warranties, agreements, obligations, liabilities, or responsibilities pertaining to the condition of the Site will be the subject of negotiations between the Parties in connection with the Development Agreement.

11. Reports and Analyses. Each Party reserves the right to request reasonable additional information and data from the other Party to allow thorough review and evaluation of the Conceptual Plan, Development Agreement and Site development. Each Party agrees to provide such information and data to the other Party in a timely manner, to the extent permitted by law. The City acknowledges that it may receive sensitive and proprietary information regarding the Developer's business, the release of which could cause harm to the Developer. The City shall keep such information and data confidential to the extent permitted by law.

12. Costs and Expenses. Except as provided otherwise by this Agreement, the Parties shall be responsible for their respective costs and expenses related to the tasks, activities, duties and obligations under this Agreement.

13. Change in Developer. The City selected the Developer based on its qualifications as an experienced and successful developer of similar projects. No other person or entity, including but not limited to a voluntary or involuntary successor of the Developer, shall have any rights or powers under this Agreement. The Developer shall not assign all or any part of this Agreement to any person or entity without the prior written consent of the City, which consent the City may grant or deny at its sole discretion. Notwithstanding the foregoing, upon notice to the City, Developer may assign its rights and delegate its responsibilities hereunder to an entity controlled by and/or whose principals are the herein named Developer or its officers.

14. Default. Failure by either party to perform any material duties of this Agreement shall constitute an event of default. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured for twenty-one (21) days after the date of such notice, the non-defaulting party may exercise the remedies set forth in paragraph 15.

15. Remedies for Default Release. Parties reserve all rights under the law.

16. Definition of Party. For purposes of paragraphs 15 and 19 of this Agreement, the term "Party" shall mean and include the Developer's officers, employees, attorneys, agents, servants, representatives, subsidiaries, affiliates, partners, assigns, predecessors and successors, and any other persons, firms or corporations with whom the Party has been, is now or may hereafter be affiliated by contract in connection with this Agreement.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties, although it contemplates and precedes other agreements that may be negotiated and executed by and between the parties, including agreements for the purchase and development of City owned property in the target areas described above, and other agreements for infrastructure.

18. No Development Approval. Nothing in this Agreement shall be construed as a grant of development rights or land use entitlements. Any such rights or entitlements shall be subject to the review and approval of the City, subject to applicable statutes, codes and policies, procedures and regulations. By execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition and development of the Site, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

19. Hold Harmless: Third Party Rights. This Agreement is solely for the benefit of the Parties and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each Party agrees to and hereby does hold the other Party harmless from any and all claims, damages and injuries based on or arising out of the subject matter or acts and omissions under this Agreement.

20. Notices. All notices provided for in this Agreement may be delivered in person or sent by recognized overnight courier, facsimile, email or United States Mail, return receipt requested, postage prepaid. If mailed by United States Mail, the notice shall be considered delivered three (3) business days after deposit in the Mail. Any notice sent by facsimile or email shall also be sent by United States Mail or recognized overnight courier, and shall be deemed received on the date of receipt if received before 5:00 p.m. Seattle time on a regular business day; otherwise, it shall be deemed received on the next business day. The addresses to be used in connection with such correspondence are as follows:

Developer:
Spencer Alpert, President
Alpert International, LLLP
10218 Richwood Avenue NW
Seattle, Washington 98177

City:
Peter B. Lewis, Mayor
City of Auburn
25 West Main Street
Auburn, Washington 98001

With a concurrent copy to:
John Charles McCullough Jr.
McCullough Hill PS
701 5th Avenue, Suite 7220
Seattle, Washington 98104-7097


With a concurrent copy to:
Daniel B. Heid, City Attorney
City of Auburn
25 West Main Street
Auburn, Washington 98001

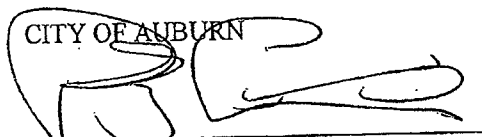
With a concurrent copy to:
Jeff Smyth
Smyth & Mason PLLC
701 Fifth Avenue, Suite 7100
Seattle, Washington 98104

21. City Council Approval. The Parties acknowledge that this Agreement does not bind the City of Auburn until the Mayor executes the Agreement and the City Council approves the Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date first above written.

Alpert International, LLLP
By: The Alpert Group Inc.
Its: General Partner

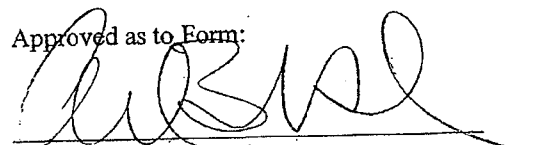
By 
Spencer Alpert, President

CITY OF AUBURN

Peter B. Lewis, Mayor

Attest:


Danielle Daskam, City Clerk

Approved as to Form:


Daniel B. Heid, City Attorney

EXHIBITS.

Exhibit "A" - The Auburn downtown Area

Exhibit "B" - Downtown area

Exhibit "C" - City Legals

Exhibit "D" - City Parcel Map

Exhibit "E" - Outparcel Map

Exhibit "F" - Auburn Junction Design Guidelines

Exhibit "G" - Development Schedule

Exhibit A

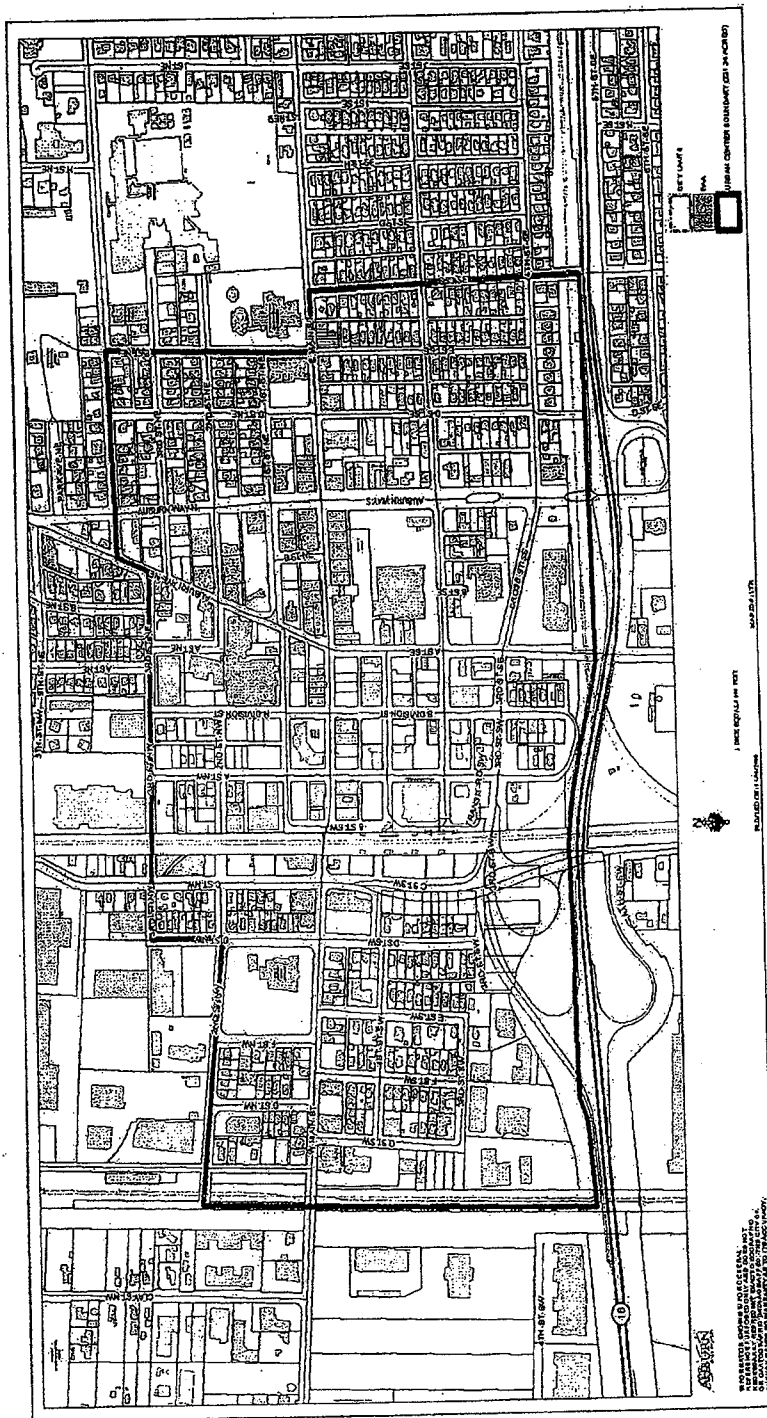


Exhibit B

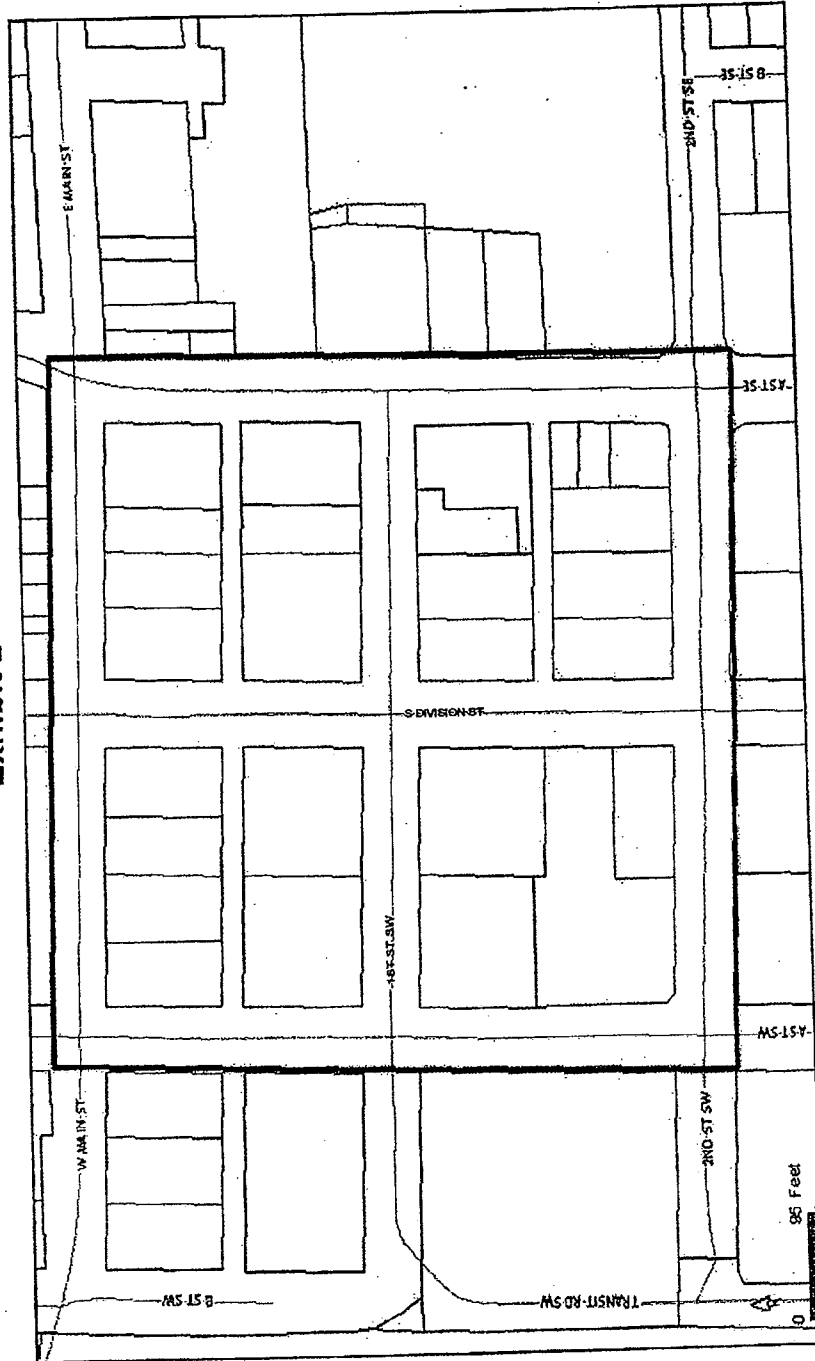


EXHIBIT C

Lot # 1 – 7815700240

Lots 3 and 4, Block 5, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, in King County, Washington, subject to: Covenants, Conditions, Restrictions and Easements contained in the Lot Line Adjustment recorded January 17, 2006, under Recording Number 20060117002764; Agreement and the Terms and Conditions thereof regarding the Common Wall recorded October 1, 1947, under Recording Number 3729624, records of King County Washington.
[12 1st Street SW, Auburn, WA 98002]

Lot # 2 – 7815700225

Lots 1 and 2, Block 5, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, in King County, Washington; together with that portion of the vacated alley adjacent thereto as per City of Auburn Ordinance Number 5842, recorded under King County Recording Number 20040708002028. Subject to: The Easement and the Terms and Conditions therein reserved by the City of Auburn affecting a portion of said premises within the vacated alley for utilities, recorded July 8, 2004, under Recording Number 20040708002028; the Agreement and the Terms and Conditions therein regarding the right to erect pilasters, recorded October 1, 1947, under Recording Number 3729624.
[101 S. Division Street, Auburn, WA 98002]

Lot # 3 – 7815700250

That portion of the Northeast quarter of the Southeast quarter of Section 13, Township 21 North, Range 4 East, WM, in King County Washington, being more particularly described as follows: Lots 5, 6 and the North half of Lots 7 and 8, Block 5, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of King County, Washington,
Except that portion of said Lot 5 conveyed to the City of Auburn under Recording Number 20010508002955,

[That portion of Lot 5, Block 5, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, records of King County, Washington, described as follows: Beginning at the southwest corner of said Lot 5, Thence north along the West margin of said Lot 5, a distance of 10 feet, Thence southeasterly to the south margin of said Lot 5, Thence west along the south margin of said Lot 5, a distance of 10 feet to the point of beginning and containing 50 square feet]

Together with the South half of the vacated alley way abutting Lots 5, 6, 7 and 8, of said Block 5, as vacated under Ordinance No 5842 and recorded under Recording Number 20040708002028; And Together With the North Half of the vacated alley way abutting Lots 3 and 4, of said Block 5, as vacated under Ordinance Number 5842 and recorded under Recording Number 20040708002028, All Situate in the County of King, State of Washington.

Lot # 4 – 7815700265

That portion of the Northeast quarter of the Southeast quarter of Section 13, Township 21 North, Range 4 East, WM, in King County Washington, being more particularly described as follows: The South half of Lots 7 and 8, Block 5, Town of Slaughter, according to the plat thereof recorded in. Volume 2 of Plats, page 56, records of King County, Washington.

[121 S. Division Street, Auburn, WA 98002]

Lot # 5 – 7815700295

Lot 4, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.

[2 1st Street SE, Auburn, WA 98002]

Lot # 6 – 7815700290

Lot 3, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.

Lot # 7 – 7815700285

Those Portions of Lots 1 and 2, Block 6, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, in King County, Washington, lying Westerly of a line described as follows: Beginning at a point on the North line of said Lot 1 lying 62.5 feet Easterly of the Northwest Corner of said Lot 2; Thence South 00°00'22" West 29.5 feet; Thence South 89°56'53" West 19 feet; Thence South 00°00'22" West 75.69 feet; Thence South 89°56'19" West 43.52 feet to the West line of said Lot 2; Thence Southerly along said West line 15 feet to the Southwest corner of said Lot 2, being the terminus of said line, also known as Lot A of City of Auburn Lot Line Adjustment No 0003-95, recorded under King County Recording No 9502160960.

Lot # 8 – 7815700280

Those Portions of Lots 1 and 2, Block 6, Town of Slaughter, according to the plat thereof recorded in Volume 2 of Plats, page 56, in King County, Washington, described as follows: Beginning at a point on the North line of said Lot 1 lying 62.5 feet Easterly of the Northwest Corner of said Lot 2; Thence South 00°00'22" West 29.5 feet; Thence South 89°56'53" West 19 feet; Thence South 00°00'22" West 75.69 feet; Thence South 89°56'19" West 43.52 feet to the West line of said Lot 2; Thence Southerly along said West line 15 feet to the Southwest corner of said Lot 2; Thence Easterly along the South line of said Lots 120 feet to the Southeast corner of said Lot 1; Thence Northerly along the East line thereof to the Northeast corner thereof; Thence Westerly to the Point of Beginning, also known as Lot B of City of Auburn Lot Line Adjustment No 0003-95, recorded under King County Recording No 9502160960.

[101 Auburn Way S., Auburn, WA 98002]

Lot # 9 – 7815700300

Lot 5, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.
[122 S. Division Street]

Lot # 10 – 7815700305

Lot 6, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.

Lot # 11 – 7815700310

Lot 7, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.

Lot # 12 – 7815700325

The North 29.80 feet of Lot 8 North 60 Feet of Lot 8, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.
[115 "A" Street SE, Auburn, WA 98001]

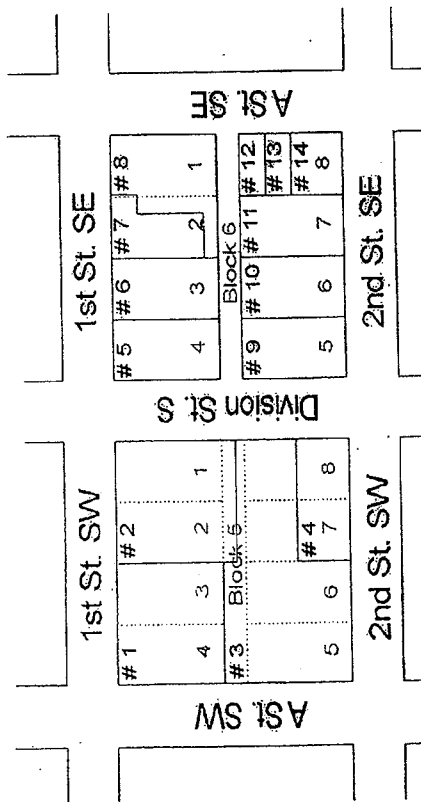
Lot # 13 – 7815700326

The South 30.2 feet of the North 60 feet of Lot 8, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington.
[117 "A" Street SE, Auburn, WA 98001]

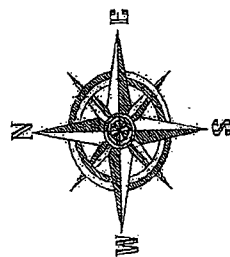
Lot # 14 – 7815700327

Lot 8, Block 6, Town of Slaughter, recorded in Volume 2 of Plats, Page 56, records of King County, Washington, Except the North 60 feet thereof.

Exhibit D



Auburn



lot # - tax parcel number	
# 1 - 7815700240	# 8 - 7815700280
# 2 - 7815700225	# 9 - 7815700300
# 3 - 7815700250	# 10 - 7815700305
# 4 - 7815700265	# 11 - 7815700310
# 5 - 7815700295	# 12 - 7815700325
# 6 - 7815700290	# 13 - 7815700326
# 7 - 7815700285	# 14 - 7815700327

Exhibit E

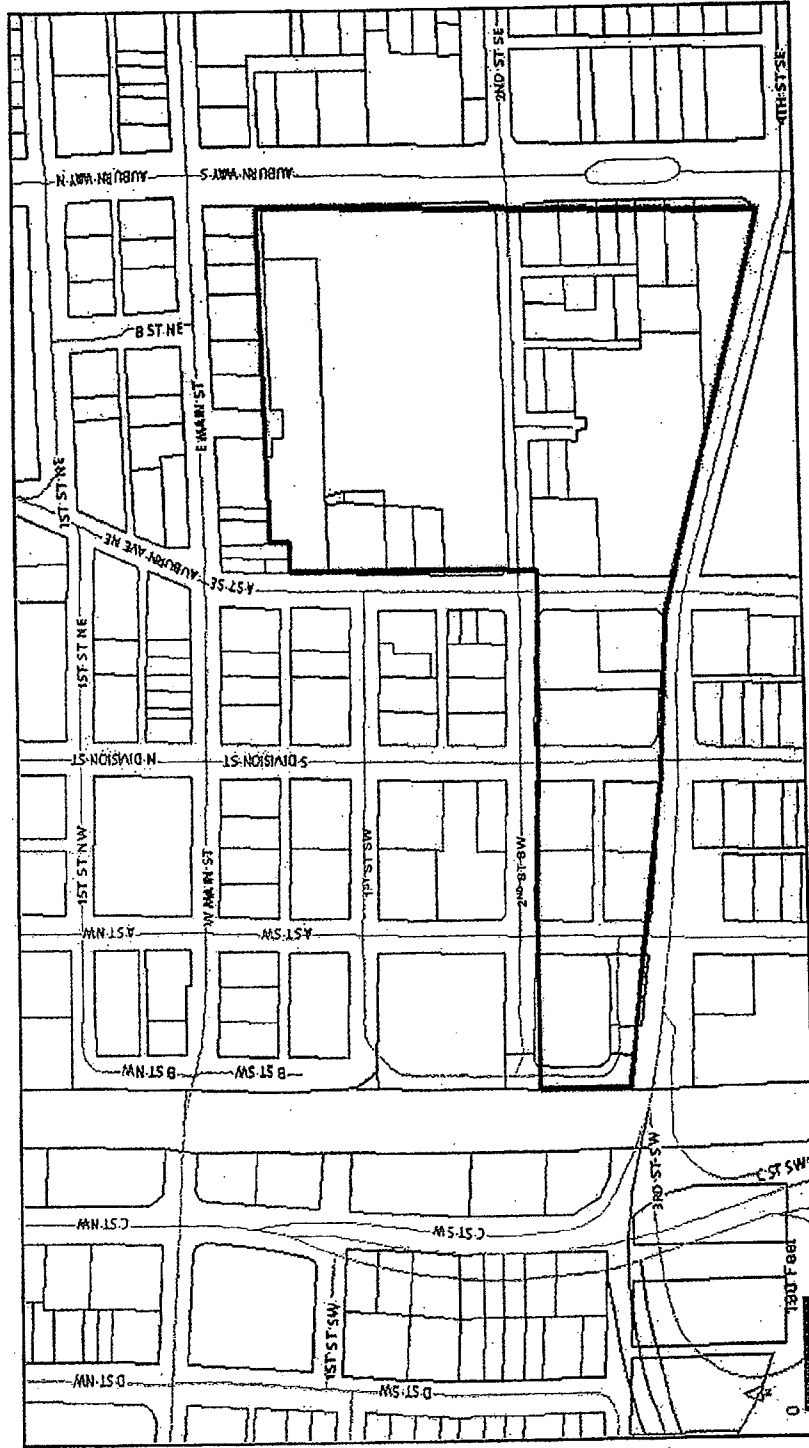


Exhibit F

Auburn Junction

Design Guidelines

Approved 9-3-08

THE FOLLOWING STANDARDS SHALL ACT AS AN OVERLAY DISTRICT TO THE EXISTING DOWNTOWN URBAN CENTER DESIGN GUIDELINES APPLYING ONLY TO THE FOUR BLOCK AREA OF THE AUBURN JUNCTION PROJECT AS WELL AS ADJACENT SECTIONS IN PUBLIC RIGHT OF WAY INCLUDING THE OPPOSITE SIDES OF ALL PERIMETER STREETS, AS DEPICTED IN THE BELOW DRAWING. SHOULD ADDITIONAL AREAS BE ANNEXED INTO THE AUBURN JUNCTION PROJECT PER CITY RESOLUTION, THEN THESE GUIDELINES WOULD APPLY TO SUCH AREAS. NOTE THAT THE AUBURN JUNCTION DESIGN GUIDELINES TAKE PRECEDENCE OVER THE DOWNTOWN URBAN CENTER DESIGN GUIDELINES.

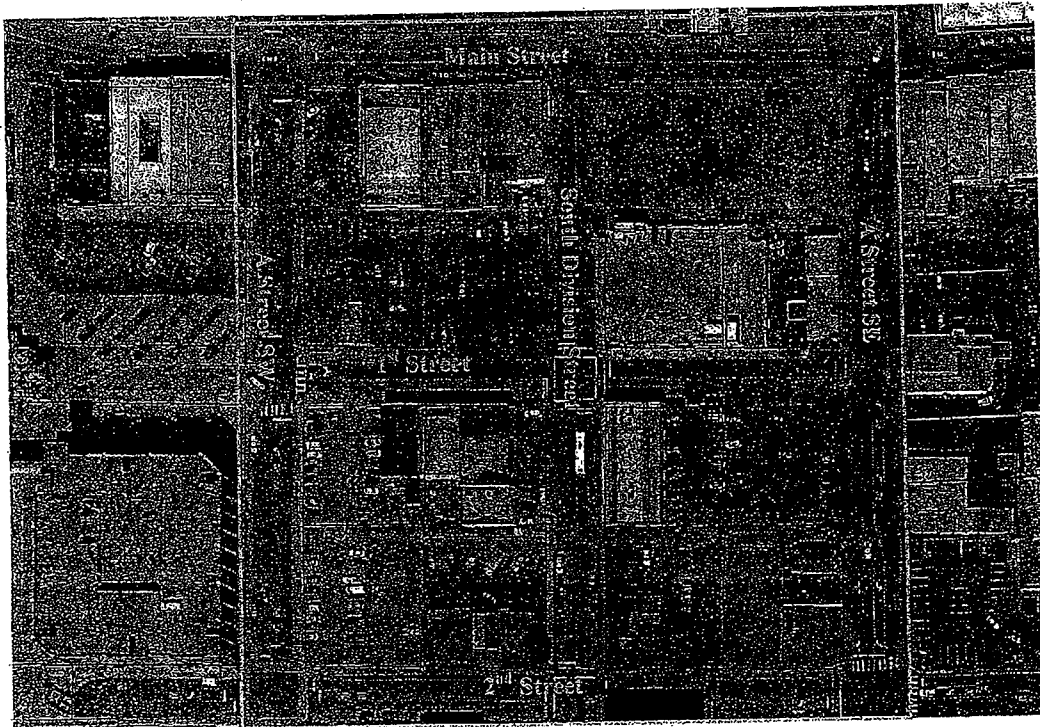


TABLE OF CONTENTS

I. Definitions/Architectural Terms

II. Project Goals

III. Design Guidelines

I. DEFINITIONS/ARCHITECTURAL TERMS

These words shall have the following meanings for the purposes of these guidelines:

- a. Articulation - in art and architecture, is first of all a joint. Expanding from that definition, articulation is also a method of styling the joints in the formal elements of architectural design. Through degrees of articulation, each part is united with the whole work by means of a joint in such a way that the joined parts are put together in styles ranging from exceptionally distinct jointing to the opposite of high articulation—fluidity and continuity of joining. In highly articulated works, each part is defined precisely and stands out clearly. The articulation of a building reveals how the parts fit into the whole by emphasizing each part separately.
- b. Canopy - means a cover over a sidewalk providing protection from the rain, which is constructed of durable, permanent materials.
- c. Cornice - upper section of an entablature, a projecting shelf along the top of a wall often supported by brackets.
- d. Director - means the director of the Auburn department of planning, building and community.
- e. Green roof - means a roof designed with principles of environmental sustainability, involving the use of vegetation and storm water collection and cleaning. It may or may not be accessible.
- f. Neo-traditional - Design concept that promotes a more livable and alive community for residents; more sustainable since it preserves land by encouraging more compact development and reduces air pollution and carbon dioxide emissions by creating new opportunities to walk and bike rather than using a car; and mixed-use with a combination of commercial and residential development.
- g. Parking, structured - means parking contained within an enclosed building either part of or designed to appear like it is part of the larger building complex, or a freestanding structure devoted exclusively to above-grade parking.
- h. Plinth - a block used as the base of a column or other upright support.
- i. Public art - means any form of painting, mural, mosaic, sculpture, or other work of art, so long as it can be appraised as a work of art and its value as such documented, displayed on the exterior of a building, at or near the pedestrian entrance, or on a public plaza, and visible to users of the public right-of-way at all times.
- j. Public plaza - means an open space that is visible and accessible to the public at all times, predominantly open to the sky, and for use principally by people, as opposed to merely a setting for the building.

- k. Street level retail - means uses providing goods and services, including food and drink, adjacent to, visible from, and directly accessible from the public sidewalk.

II. PROJECT GOALS

1. To provide visual appeal and enhance the pedestrian environment, trees and other vegetation will be introduced along the sidewalks and/or street medians on all streets throughout Auburn Junction as well as streets on the opposite sides of all perimeter streets consistent with the Downtown Sidewalk Standards.
2. To work with Sound Transit to redevelop the Transit Station plaza into a park facility and incorporate "green" features. Altering bus traffic will need to be discussed with the appropriate agencies and most likely will not take place until the 2nd parking garage is constructed on the west side of the BNSF tracks.
3. To apply goals and intent statements specified in the United States Green Building Council's Neighborhood Development (ND) Pilot Program (not yet officially adopted). Goals within the Leadership in Energy and Environmental Design (LEED) ND program applicable to Auburn Junction including the following:
 - A. Bicycle Network: To promote bicycling and transportation efficiency by providing bicycle parking spaces, storage capacity, and access to bicycle lanes.
 - B. Housing and Jobs Proximity: Encourage balanced communities with a diversity of uses and employment opportunities by including both residential and non-residential into the project.
 - C. Compact Development: Conserve land. Promote livability, transportation efficiency, and walkability through more dense development.
 - D. Diversity of Housing Types: Attract a demographic mix to the Auburn Junction project and community through a range of housing options.
 - E. Reduced Parking Footprint: Design parking to increase the pedestrian orientation of projects, minimize the adverse environmental effects of parking facilities and encourage other modes of transportation, such as bicycles.
 - F. Walkable Streets: Provide appealing and comfortable pedestrian street environments in order to promote pedestrian activity. Promote public health through increased physical activity.
 - G. Transportation Demand Management: Reduce energy consumption and pollution from motor vehicles by encouraging use of public transit and other modes of transportation.
 - H. Access to Surrounding Vicinity: Provide direct and safe connections, for pedestrians and bicyclists as well as drivers, to local destinations and neighborhood centers. Promote public health by facilitating walking and bicycling.
 - I. Access to Public Spaces: To provide a variety of open spaces close to work and home to encourage walking, physical activity and time spent outdoors. The goal is to have a park or green plaza within a ¼ mile of the Auburn Junction project.

- J. Access to Active Spaces: To provide a variety of open spaces close to work and home to encourage walking, physical activity and time spent outdoors. The goal is to have linkages through and beyond Auburn Junction connecting to existing and future facilities such as the Interurban Trail, C Street SW Trail, and F Street underpass.
- K. Universal Accessibility and Diversity: Enable the widest spectrum of people, regardless of age or ability, to more easily participate in their community life by increasing the proportion of areas that are usable by people of diverse abilities. The goal is to have a mixed demographic in the Auburn Junction development to create a vibrant downtown.
- L. Community Outreach and Involvement: Encourage community participation in the project design and planning and involve the people who live in a community in deciding how it should be improved or how it should change over time.
- M. Construction Activity Pollution Prevention: Reduce pollution from construction activities by controlling soil erosion, waterway sedimentation, contamination of ground water, and airborne dust generation.
- N. Energy Efficiency in Buildings: Encourage the design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
- O. Reduced Water Use: Minimize water use in buildings and reduce landscape irrigation that would impact natural water resources and burden municipal water supply and wastewater systems.
- P. Contaminant Reduction in Brownfields Remediation: Encourage brownfields cleanup and redevelopment that reduce contaminant volume or toxicity and thereby minimize long-term remediation or monitoring burdens, while redeveloping to a better use.
- Q. Stormwater Management: Reduce adverse impacts on water resources by mimicking the natural hydrology of the region on the project site, including groundwater recharge. Reduce pollutant loadings from stormwater discharges, reduce peak flow rates to minimize stream channel erosion, and maintain or restore chemical, physical, and biological integrity of downstream waterways.
- R. Heat Island Reduction: Reduce heat islands to minimize impact on microclimate and human and wildlife habitat.
- S. On-Site Energy Generation: Reduce air, water, and land pollution from energy consumption and production by increasing the efficiency of the power delivery system.
- T. On-Site Renewable Energy Sources: Encourage on-site renewable energy self-supply in order to reduce environmental and economic impacts associated with fossil fuel energy use.
- U. District Heating & Cooling: Reduce air, water, and land pollution resulting from energy consumption in buildings by employing energy efficient district technologies.
- V. Infrastructure Energy Efficiency: Reduce air, water, and land pollution from energy consumption.
- W. Wastewater Management: Reduce pollution from wastewater and encourage water reuse.

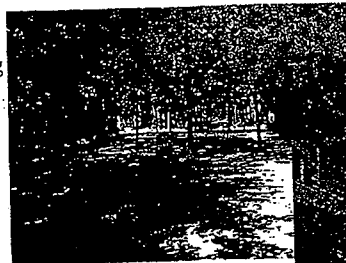
- X. Recycled Content in Infrastructure: Use recycled materials to reduce the environmental impact of extraction and processing of virgin materials.
- Y. Construction Waste Management: Divert construction and demolition debris from disposal in landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.
- Z. Comprehensive Waste Management: Reduce the waste hauled to and disposed in landfills. Promote proper disposal of office and household hazardous waste streams. Strongly encourage recycling.
- AA. Light Pollution Reduction: Minimize light trespass from the site, reduce sky-glow to increase night sky access, improve nighttime visibility through glare reduction, and reduce development impact on nocturnal environments.
- BB. LEED Accredited Professional: Include as part of the development team to support and encourage the planning and design integration required by a LEED for Neighborhood Development green neighborhood project and to streamline the application and certification process.

III. DESIGN GUIDELINES

Introduction

As stated in the Auburn Comprehensive Plan, Auburn Downtown Plan, and Auburn City Code, the Auburn Junction Design Guidelines are meant "to encourage development which enhances the human, pedestrian scale, creating a sense of community and place." The following guidelines promote development which is consistent with the goals identified in the Comprehensive Plan and Auburn Downtown Plan:

1. Buildings shall be built to at least a LEED Silver rating or meet a substantially equivalent standard, and shall demonstrate compliance with that commitment.
2. The applicant shall make a commitment acceptable to the Planning, Building and Community Director that the proposed development will meet Living Building Challenge standards or the equivalent, or otherwise demonstrate to the satisfaction of the Director that the development will comply to the extent feasible. Applicant shall further demonstrate compliance with that commitment.
3. In order to provide visual and pedestrian connectivity between the Transit Center parking garage and the SW corner of Main Street and Auburn Avenue, a pedestrian "trail" will be incorporated as follows:
 - a. Along 1st Street between A Street S.W. and S. Division Street; and
 - b. Continuing between the intersection of 1st Street and S. Division Street to the SW corner of Main Street and Auburn Avenue.
 - c. The pedestrian trail may include a "string of pearls" (i.e. a series of pocket parks).
 - d. Creative patterns, vegetation, attention to detail, wrought iron with brick accents.



4. Projects shall provide aesthetic appeal, ambience and connectivity to Main Street, mixed facades to complement historic Main Street, the nearby Transit Station and parking facility. Materials such as masonry and brick should be a dominant feature. No corrugated metal. Black framed windows and black wrought iron balconies are preferred.



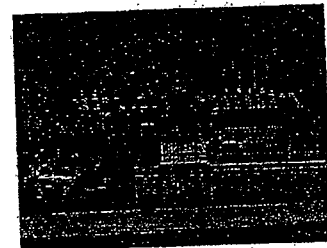
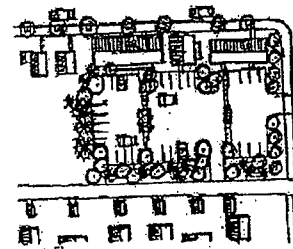
5. Three (3) plazas shall be incorporated at the intersection of Main Street and Division, 1st Street and S. Division, and 2nd Street and Division, which shall contain an iconic feature such as public art. In the event a sculpture or other such artistic features are included, then the applicant shall seek approval from the City's Arts Commission.
6. Parking for residences shall be contained within the development at the ratio required by ACC 18.29.060. There shall be no onsite parking required for uses other than residential; however, adequate parking in public rights-of-way and offsite public facilities (including the Transit Center parking facility for evenings and weekends) shall be demonstrated. Contributions to a parking structure in the urban center shall be required of development within the Auburn Junction project to the extent necessary to fulfill the requirements of this section.
7. Themed *Auburn Junction* signs will be required in key locations throughout the development including Auburn Junction or Downtown Auburn street signs. A master signage plan shall be submitted that includes a color palette for monuments signs and size dimensions in accordance with the ACC Section 18.29.060(I).
8. An access easement to rooftops shall be provided to the City which will allow the installation of devices for wireless coverage and maintenance of those devices. The applicant shall also provide access to power on rooftops to be used for City wireless facilities. The parameters of the access easement and location of devices shall be approved by the City. Any cabling and/or power needs to be secured so the facilities are not damaged by other activity on the roof.
9. Loading zones shall be incorporated into the project and locations approved by the City.
10. It is encouraged that rooftop gardens be incorporated into the project and the space be available to residents. Consideration of the wireless facilities to be located on rooftops shall be incorporated into any landscape design of a rooftop garden.
11. Store front heights at the first floor of structures shall be a minimum of sixteen (16) feet in height.

1. PARKING LOTS AND GARAGES

Intent: Reduce the visual impact of surface parking lots and garages

A. General

1. Parking shall be located over, under, behind, or to the side of buildings. Parking structures are strongly encouraged.
2. All parking lots shall meet the design and construction standards of ACC 18.52 unless modified herein.
 - Parking stall standards for 90 degree stalls in structured parking facilities shall be 18 feet in length and 9 feet in width. All other dimensions shall meet ACC 18.52.
 - Parking stalls for motorcycles and scooters shall also be included in developments.
3. Compact parking stalls may be allowed but only 30% of the total parking.
4. Secure bicycle storage shall be provided for residential units at five (5) percent of the total parking.
5. Bicycle racks shall be incorporated into projects and it is preferred that an artistic element be used in designing bicycle racks. Location of bicycle racks shall be approved by the City.



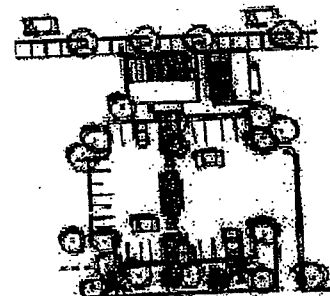
B. Screening and Landscaping – the applicant may demonstrate equivalency with the screening and landscaping section by providing an alternative plan if approved by the Planning, Building, and Community Director.

1. Surface parking lots consisting of ten or more stalls shall feature landscaped planter beds at a ratio of one to every six (6) stalls. Each planter bed shall include at least one tree, a minimum caliper of two (2) inches at the time of planting.
2. The minimum planter size shall be 100 square feet. Planters shall be protected by concrete curbs and shall also feature shrubs and/or groundcover.
3. Surface parking lots located adjacent to any street (excluding alleys) shall be screened by one or a combination of the following:
 - a. Low walls made of decorative concrete, masonry, or other similar material, not exceeding a maximum height of 30 inches.
 - b. Combination of wrought iron fence and landscaping.

- c. Raised planter walls, with wrought iron, planted with a minimum of 80% evergreen shrubs, not exceeding a total height of 30 inches.
- d. Landscape plantings consisting of trees (of which at least 80% are deciduous) and shrubs and groundcover materials (of which at least 80% are evergreen).
- e. All plant material used for parking lot screening shall provide clear views between 30 inches and eight (8) feet above the ground surface, for visibility and safety (site distance).
- f. Planting areas shall be a minimum of five (5) feet in width and shall be irrigated to sustain the vegetation.

C. Pedestrian Connections

- 1. Pedestrian connections not less than five (5) feet wide shall be provided through parking lots to building entrances, sidewalks and/or transit stops.
- 2. Pedestrian connections should be clearly defined by at least two of the following:
 - a. Six (6) inch vertical curb in combination with a raised walkway;
 - b. Textured paving, including across vehicular lanes, such as unit pavers, stamped and scored concrete;
 - c. Bollards;
 - d. Trellis;
 - e. Continuous landscape area at least three (3) feet wide and at least on one side of the walkway;
 - f. Pedestrian-scale lighting, required
 - g. An element, as approved by the City, which meets the intent of this section.



Pedestrian connection through parking lot

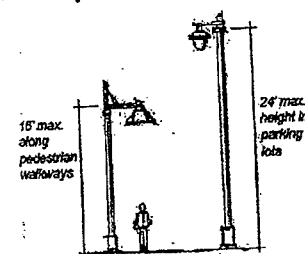
D. Width / Spacing of Driveways

- 1. Driveways should not exceed 24 feet in width at the property line. Distance between curb cuts should not be less than 100 feet, measured from the outer edge of the driveway aprons.
- 2. The sidewalk pattern and material shall continue across the driveway.

2. SHIELDED LIGHTING

Intent: Ensure that exterior site lighting contributes to the character of the site such as accentuating architectural features (e.g., building entrances) and does not disturb adjacent development

- A. Only City-approved standard fixtures shall be used for public sidewalk lighting.
- B. All site lighting shall be shielded from producing off-site glare, either through exterior shields or through optical design inside the fixture, so that the direction of the light is downward.
- C. The maximum height allowed for parking lot lighting is 24 feet. The maximum height along pedestrian walkways is 16 feet.



D. Site lighting should create adequate visibility at night, evenly distributed to increase security, and coordinated with adjacent landscaping to avoid casting long shadows.

E. Incorporate electrical service into lighting fixtures for seasonal ornamental lighting and provide the capability for the City to install a mesh access point on the pole.

3. SCREENING OF TRASH / SERVICE AREAS

Intent: screen trash storage, loading and service areas from public view

A. Trash and service areas shall be placed away from streets. Adequate access shall be provided and reviewed by the contracted hauler to ensure adequate and safe access.

B. All service, loading and trash collection areas shall be screened by a combination of masonry walls and planting, with similar character to the design of the building it serves.

C. Loading and service areas shall not face any residential areas, unless no other location is feasible. Effort should be made to buffer impacts to residential areas.



4. PLAZAS

Intent: If plazas are incorporated ensure plazas are readily accessible for use and offer a pleasant environment

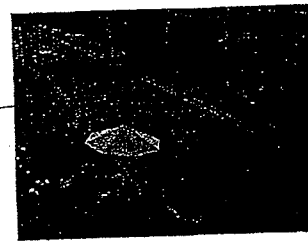
A. Public plazas must abut and be within three (3) feet in elevation of a public sidewalk. Ramps shall be provided consistent with ADA standards.

B. At least ten (10) % of the plaza area shall be planted with trees and other vegetation.

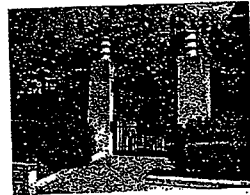
C. Plazas shall incorporate patterns and designs using materials agreed to by the City. Plazas shall be consistent with the City Hall Plaza.

D. Plazas shall include adequate lighting, allow for penetration of sunlight, and provide seating in the form of low walls, benches and/or tables and chairs.

E. Accessory site features such as, waste receptacles, street furniture and movable planters shall be of compatible design to the main building served by the plaza.



- F. Courtyards between structures and interior courtyards are encouraged to promote pedestrian activity, create open space, and a stately entrance.



GUIDELINES APPLICABLE TO AUBURN JUNCTION

Building Design

1. ENTRANCES

Intent: ensure that entrances are easily identifiable and accessible from streets and sidewalks

A. Main building entrances should be oriented to the property line abutting the primary street rather than to a parking lot.

B. Locate primary entrances so that they are visible from the public right-of-way. The entry, particularly if on a street corner, should be marked by architecturally prominent elements such as canopies, ornamental lighting fixtures and/or fixed seating that offer visual prominence and a sense of safety.

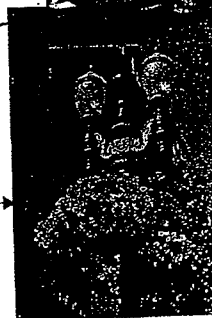
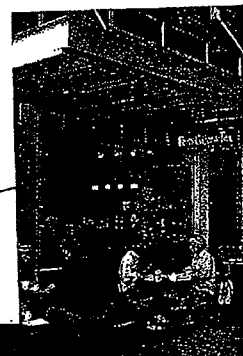


2. GROUND LEVEL DETAILS

Intent: reinforce the character of the streetscape

A. Street-oriented façades of commercial and mixed-use buildings shall be designed to be pedestrian-friendly through the inclusion of elements 3, 4, and 10 plus at least two of the following elements:

- 1) Kickplates for storefront windows;
- 2) Projecting window sills;
- 3) Pedestrian scale signs;
- 4) Canopies;
- 5) Plinths for columns;
- 6) Containers for seasonal plantings;
- 7) Ornamental tilework;
- 8) Medallions;
- 9) Belt courses;
- 10) Lighting or hanging baskets supported by ornamental brackets;
- 11) An element, as approved by the City, which meets the intent of this section.



3. BASE / MIDDLE / TOP

Intent: primarily emphasize the street level, but also create a visually interesting skyline

A. Buildings above 30 feet in height should distinguish a "base" at ground level using articulation and materials such as stone, masonry, or decorative concrete.

B. The "middle" of the building should be distinguished by a change in materials or color, windows, balconies, and stepbacks/modulation.

C. The "top" of the building should emphasize a distinct profile or outline with elements such as a projecting parapet, cornice, upper level setback or pitched roofline.

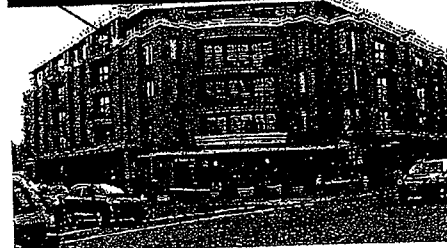


4. UPPER LEVEL SETBACK

Intent: reduce the apparent bulk of multi-story buildings and maintain pedestrian scale

A. Front facades of buildings abutting streets shall have 20% (minimum) of upper level set back a minimum depth of three (3) feet."

B. Views of Mount Rainier should be protected where feasible and if protected five (5) percent additional floor area can be achieved.



5. TREATMENT OF BLANK WALLS

Intent: reduce the visual impact of blank walls by providing visual interest

A. Blank walls visible from the public street longer than 30 feet shall incorporate two (2) or more of the following features:

- 1) Vegetation, such as trees, shrubs, ground cover and/or vines adjacent to the wall surface;

- 2) Artwork, such as bas-relief sculpture, murals, or trellis structures
- 3) Seating area with special paving, lighting fixtures and seasonal plantings; and/or
- 4) Architectural detailing, reveals, contrasting materials or other special interest, consistent with character of the downtown.



6. USE OF NEON

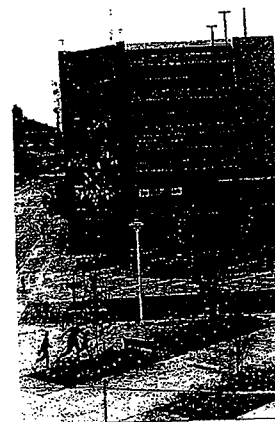
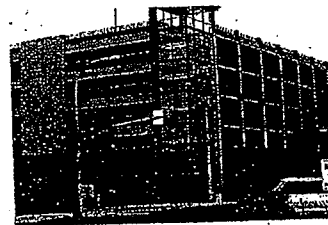
Intent: encourage the use of neon as an architectural embellishment in keeping with the character of downtown.

- A. Neon may be allowed to emphasize unique building features.
- B. Neon may be used as artwork or as graphic symbols that portray the nature of the business, provided that no written words shall be allowed.

7. PARKING STRUCTURES

Intent: reduce the visual impact of structured parking located above grade

- A. At ground level, free-standing parking structures shall comply with guidelines addressed under 'Ground Level Details.'
- B. Upper levels of structured parking should be screened or treated architecturally by two or more of the following:
 - 1) Roughly square openings rather than horizontal, or elements that lessen the rectangular opening.
 - 2) Planting designed to grow on the façade
 - 3) Louvers
 - 4) Expanded metal panels
 - 5) Decorative metal grills or artwork
 - 6) Spandrel (opaque) glass
 - 7) An element, as approved by the City, which meets the intent of this section.
- C. Lighting fixtures within garages should be screened from view from the street.
- D. In order to provide a safer environment, parking structure illumination should be designed to a maximum uniformity ratio (proportion of average to minimum illumination) of 4:1.

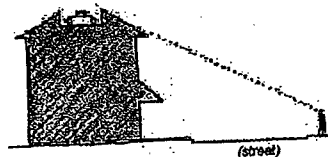


8. SCREENING ROOFTOP EQUIPMENT

Intent: screen rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas

- A. Mechanical equipment shall be screened by an extended parapet wall or other roof forms that are integrated with the architecture of the building.
- B. Painting of equipment and erecting fences are not acceptable methods of screening, although a screen wall is acceptable and it must be incorporated into the architectural design of the structure.

C. The installation of Wireless Access Points by the City is permitted however thought should be given to location to minimize the visual impact of equipment if extended vertically from the roof.



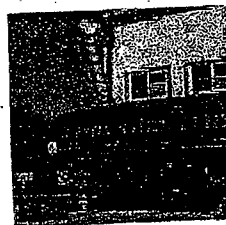
GUIDELINES APPLICABLE TO AUBURN JUNCTION

Sign Design

1. LANDMARK SIGNS

Intent: preserve the unique character of the downtown

- A. Retain existing historic signs (as determined by the City) that feature the character of the area, wherever possible.



2. INTEGRATION WITH ARCHITECTURE

Intent: ensure that signage is a part of the overall design of a project and not additive or an afterthought

- A. The design plans for buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign program shall indicate location, size, and general design.



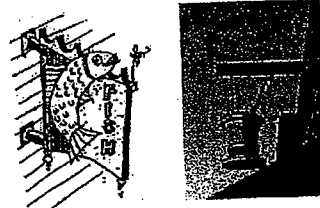
B. New signs should not project above the roof, parapet or exterior wall unless part of an integral architectural feature. Signs mounted on a roof are not allowed.

3. CREATIVITY

Intent: encourage interesting, creative and unique approach to the design of signage

A. Signs should be highly graphic in form, expressive and individualized. Signs should convey the product or service offered the business in a bold, graphic form

B. If a projecting sign is designed by a graphic design professional and includes a non-verbal, three-dimensional symbol that succinctly conveys the nature of the business and constitutes a dominant proportion of the overall design, the sign may be allowed to exceed the maximum area otherwise allowed by 50%.



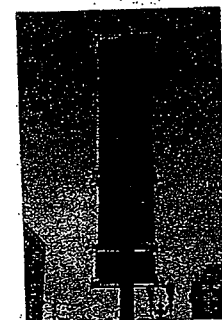
4. GROUND SIGNS

Intent: ensure that signs are not principally oriented to automobile traffic

A. All freestanding signs shall be ground (monument) signs no higher than five (5) feet.

B. The area around the base of any ground sign shall be planted with shrubs and seasonal flowers.

C. Internally-lit signs are prohibited except when located adjacent and oriented to Auburn Way North/Auburn Way South street frontages and only with electronic message center signs in accordance with Auburn City Code Chapter 18.56 Signs. If an internally lit sign is utilized, the sign shall also conform to all other applicable standards for changing message center signs as described in this same chapter.



Event Advertising

PEDESTRIAN STREETS (Exhibit A)

1. LIMITATIONS ON DRIVEWAYS

*Intent: maintain a continuous sidewalk by
minimizing driveway access*

A. Curb cuts are prohibited on Main Street and Division Street unless access from no other street is available. Curb cuts on other Pedestrian I Streets is permitted, however limited to the fewest access points.

2. LOCATION OF PARKING

*Intent: reduce the visual impact of parking
and enhance the pedestrian experience*

A. Parking shall be located under or behind buildings or within structures.

B. On Pedestrian I Streets, surface parking is not permitted between the building front and the right-of-way.

3. LOCATION OF DRIVE-THROUGH LANES

*Intent: preserve a safe and comfortable
pedestrian experience*

A. Drive-through lanes are not allowed between the building and the public right-of-way on Pedestrian I Streets.

ADDITIONAL GUIDELINES DEVELOPMENT ADJACENT TO PEDESTRIAN STREETS -
AUBURN JUNCTION

Building Design

1. LAND USE

Intent: ensure a rich, uninterrupted mixture of lively activities aimed at pedestrians

A. Along Pedestrian I Streets, ground floor uses that face the sidewalk shall be retail, restaurant or personal service uses.



2. PROXIMITY TO SIDEWALK

Intent: reinforce an active pedestrian experience along Pedestrian Streets

A. Buildings along Pedestrian Streets shall be set immediately at the back of the sidewalk, with the exception of providing open space for public use such as plazas, courtyards and seating areas.

B. Control of water run-off from canopies/awnings is encouraged.

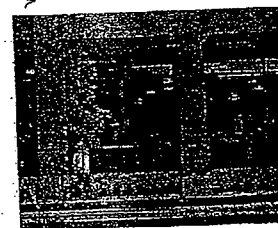
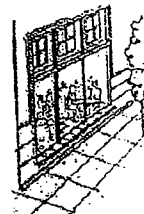


3. GROUND LEVEL TRANSPARENCY

Intent: provide a visual connection between activities inside and outside of buildings

A. Along Pedestrian I Streets, a minimum of 70% of any ground floor façade (between two (2) feet and 12 feet above grade) facing a street or public space shall be comprised of clear, "vision" glass.

B. Along Pedestrian II Streets, a minimum of 60% of any ground floor façade (between two (2) feet and 12 feet above grade)



grade) facing a street or public space shall be comprised of clear, "vision" glass.

C. Along Main Street, doors and windows should reflect the historic Main Street rhythm of 25-foot wide storefronts.

4. WEATHER PROTECTION

Intent: provide pedestrians with protection from the weather

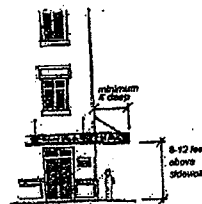
A. Canopies and awnings shall be provided along all façades that are adjacent to Pedestrian Streets.

B. The minimum depth of any canopy or awning shall be four (4) feet. The vertical dimension between the underside of the canopy or awning and the sidewalk shall be at least eight (8) feet and no more than 12 feet.

C. Canopies and awnings shall be of shed or marquee style, except that bowed awnings may be used over arched windows. "Bubble" awnings and backlit awnings with translucent materials are not permitted.

D. Weather protection can be combined with the method used to achieve visual prominence at entrances.

E. If constructing covered walkways, then the height may exceed 12 feet.



**ADDITIONAL GUIDELINES DEVELOPMENT ADJACENT TO PEDESTRIAN STREETS -
AUBURN JUNCTION**

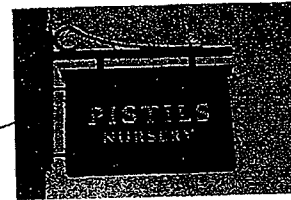
Sign Design

1. PEDESTRIAN ORIENTATION

Intent: provide signs that activate and strengthen the pedestrian realm

A. Signs shall be primarily oriented to pedestrians, rather than people in vehicles. The following are types of signs are encouraged along Pedestrian Streets:

- 1) Blade signs (projecting over sidewalk)
- 2) Window signs (painted on glass or hung behind glass)
- 3) Logo signs (symbols, shapes)
- 4) Wall signs over entrance.



B. Pole signs and monument or ground signs are not permitted on Pedestrian Streets.

C. Signs shall be evaluated with respect to size, scale, relationship to other signs, function, location and other factors.

Exhibit A

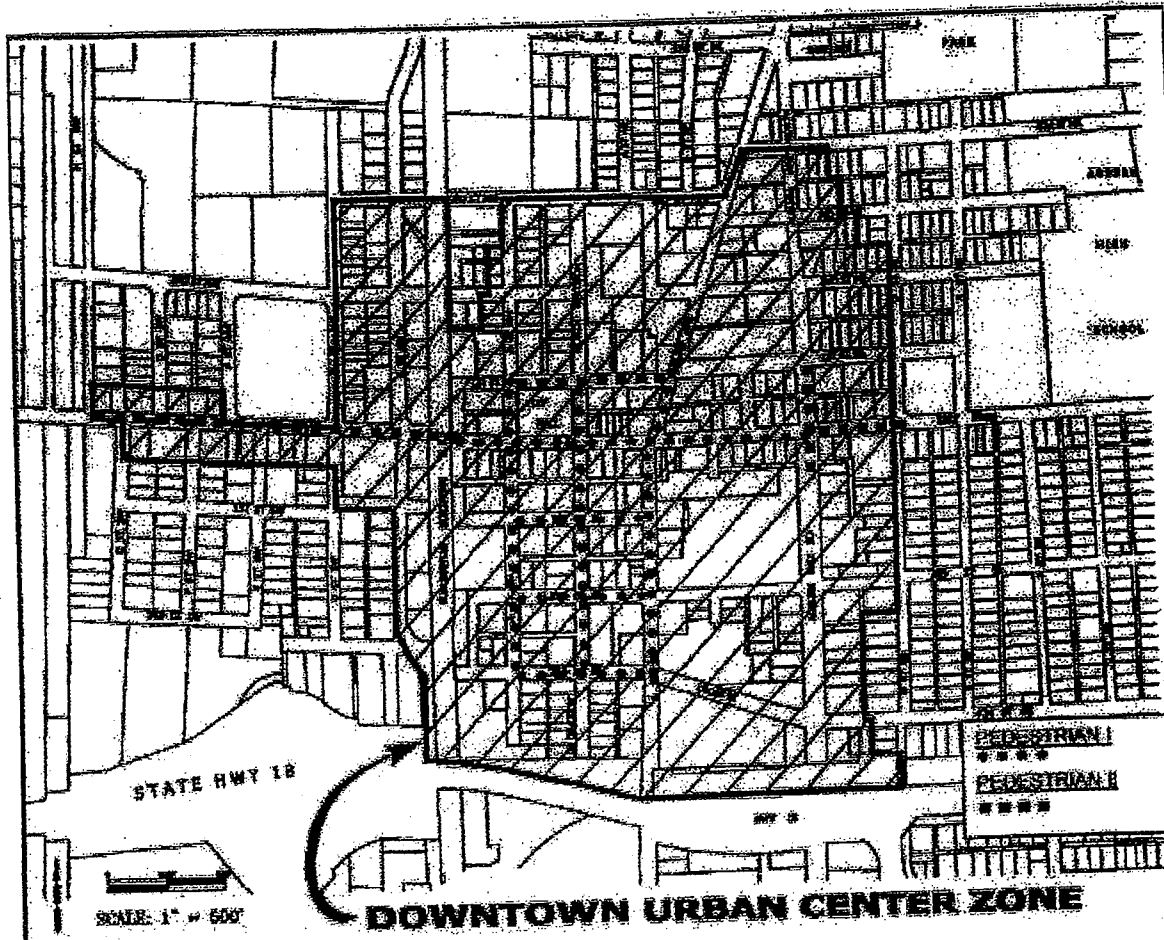


EXHIBIT "G"
Development Schedule

Phase 1 – September 2011

Phase 2 – September 2012

Phase 3 – September 2013

Phase 4 – September 2014